

The complaint

Mr J complains about end of contract charges when his agreement with Kinto UK Limited ended.

What happened

In April 2021 Mr J was supplied with a car and entered into a hire agreement with Kinto for a term of 48 months.

When the car was returned in April 2025, Kinton asked Mr J to pay charges for damage totalling just over £1000.

Mr J disputed the charges and complained to Kinto.

Kinto didn't uphold the complaint. It said the charges had been applied in line with the BVLRA guidelines.

Mr J remained unhappy and brought his complaint to this service.

Our investigator reviewed the charges and said that some of the charges weren't fair. She said that Kinto should refund £620 to Mr J.

Kinto didn't agree. It said the car had been repaired prior to being returned and that the repairs showed a poor finish which wasn't up to the standard required by the BVLRA guidelines. It said that Mr J should approach the repairer to seek reimbursement.

Because Kinto didn't agree I've been asked to review the complaint.

What I've decided – and why

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I've reviewed the inspection report including the photographs. This sets out several areas of damage which goes beyond fair wear and tear as follows:

Front bumper	previous paint repair £190
Nearside wing front	previous paint repair £50
Nearside door front	previous paint repair £190
Nearside door rear	scratched £75
Nearside wing rear	scratched £75
Rear bumper	previous paint repair £90

Offside wheels and tyres	cut £80
Offside door	dent £50
Offside wing front	previous paint repair £190

I've reviewed the damage having regard to the BVLRA guidelines. Having done so, I agree with the investigator's opinion. I think the charges in relation to the scratched and dented bodywork and the cut to the tyres goes beyond fair wear and tear and is therefore chargeable, but I think the charges for previous paint repairs totalling £620 should be refunded. I'll explain why.

The main issue between the parties is the previous paint repairs so I've focussed on these.

Mr J has told this service that before the car was collected at the end of the agreement, he took it to a garage he'd used before to have repairs carried out to damage which had been caused by another driver. The repairs were carried out under Mr J's insurance policy.

Kinto has said that the standard of repair is poor. It points to the inspection report which identifies a "ripple effect" on the paintwork.

The terms and conditions of the hire agreement state that in the event of an accident or damage, Mr J is responsible for managing the process directly with his or the other party's insurer and for selecting a repairer and ensuring that the repairs meet the required standards. There's no specific reference in the terms and conditions to what "the required standards" are, but by implication the condition of the car when returned will be determined with reference to the BVLRA guidelines.

I've reviewed the inspection report. Kinto says that photographs 1,2,3,4,8,9 and 12 show a poor finish with an orange peel effect. The BVLRA guidance in relation to paintwork states:

"Obvious evidence of poor repair such as flaking paint, preparation marks, paint contamination, rippled finish or poorly matched paint is not acceptable"

I've looked carefully at the photographs, including the enlarged versions. I haven't seen any evidence of flaking paint, preparation marks, paint contamination or poorly matched paint. The BVLRA guidelines refer to "rippled finish" being unacceptable. Having studied the photographs carefully I can't agree that the paintwork is rippled – or not in such a way as to be "obvious evidence" (which is the wording in the BVLRA guidelines).

I appreciate that Kinton has gone back to BVLRA for review and I've read the comments of the ADR Service agent. He makes reference to "orange peel" paintwork and dirt inclusion.

I've taken everything that Kinto has said into account. And I've looked at the photographs carefully and reviewed the BVLRA guidance. However, in this case I don't agree that there is "obvious evidence" of poor repair to the paintwork. For these reasons I don't think the charges for previous paint repairs are fair.

Putting things right

I've explained above why I don't think the charges for previous paint repairs are fair. To put things right, Kinto should refund Mr J charges of £620 in relation to previous paint repairs.

My final decision

My final decision is that I uphold the complaint. Kinton UK Limited must refund £620 to Mr J.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 5 November 2025.

Emma Davy
Ombudsman